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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

8

04305487

Name of company

* THE BRIDGMAN GROUP LIMITED (THE "COMPANY")

Date of creation of the charge

12 SEPTEMBER 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

MORTGAGE OF KEYMAN POLICY ASSURING THE LIFE OF GARETH HUGHES (THE "MORTGAGE")

Amount secured by the mortgage or charge

AS SPECIFIED IN APPENDIX ONE TO THIS FORM

Names and addresses of the mortgagees or persons entitled to the charge

CLYDESDALE BANK PLC (TRADING AS YORKSHIRE BANK) OF 30 ST VINCENT PLACE,
GLASGOW (THE "MORTGAGEE")

Postcode G1 2HL

Presentor's name address and
reference (if any)

Eversheds LLP
Eversheds House, 70 Great
Bridgewater Street,
Manchester
M1 5ES

GRAHAMH/1638190

Time critical reference

For official Use (06/2005)
Mortgage Section

THURSDAY



AEC9938T

A24

18/09/2008

33

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

AS SPECIFIED IN APPENDIX TWO TO THIS FORM

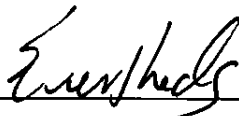
Please do not
write in
this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

N / A

Signed



Date

17/09/05

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

**A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)**

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX ONE

THE BRIDGMAN GROUP LIMITED (THE "COMPANY") COMPANY NUMBER: 04305487

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

- 1 All sums of money and liabilities which the Company agrees to pay and discharge pursuant to the terms of the Mortgage as described in paragraph 2 of the Mortgage (and as set out at paragraph 2 below)

(the "**Secured Obligations**")
- 2 **The Company's obligations and liabilities under the Mortgage:**
- 2 1 The Company agrees that the Company will on the date when payment or discharge becomes due:
 - 2 1 1 pay to the Mortgagee all sums of money which the Company may now or at any time in the future owe to the Mortgagee, and
 - 2 1 2 discharge all liabilities which the Company may now or at any time in the future owe to the Mortgagee
- 2 2 The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 2.1 of the Mortgage (as set out in paragraph 2 1 above) shall include:
 - 2 2.1 sums and liabilities due or owing by the Company alone and/or jointly with any other person,
 - 2 2 2 sums and liabilities owed as guarantor, indemnifier or security giver for any other person,
 - 2 2 3 sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Mortgagee,
 - 2.2.4 sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Mortgagee,
 - 2 2.5 sums and liabilities owed on current or any other account
- 2 3 The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 2 1 of the Mortgage (as set out in paragraph 2 1 above) shall also include:
 - 2 3 1 Interest, and
 - 2 3 2 Costs
- 2 4 A certificate in writing by one of the Mortgagee's representatives of the amount of the Secured Obligations or any part of them will be binding on the Company.

Definitions

All capitalised terms used in this Appendix One which have not already been defined in this form are defined in Appendix Three to this form.

APPENDIX TWO

THE BRIDGMAN GROUP LIMITED (THE "COMPANY") COMPANY NUMBER: 04305487

SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

1. Pursuant to the terms of the Mortgage:

- 1 1 as security for the payment and discharge of the Secured Obligations and all other sums of money and liabilities owed under the Mortgage, with full title guarantee, the Company assigns the Policy to the Mortgagee;
- 1.2 all Costs and Interest on Costs from the date they are incurred until they are paid, will be secured by the Mortgage; and
- 1 3 unless it is specified as security in such agreement, the Mortgage does not secure any sums or liabilities owed under an agreement which is a Regulated Agreement or an agreement which but for paragraph 3 of the Mortgage would be a Regulated Agreement by the combined effect of the agreement and the Mortgage.

2 Note:

- 2.1 Pursuant to the terms of the Mortgage, the Company agrees with the Mortgagee that the Company will not at any time whilst the Mortgage is in force do, fail to do or allow any other person to do anything which would result in the Policy becoming invalid or unenforceable or which would result in the Mortgagee being unable to receive any monies payable under the Policy.

3. Definitions

All capitalised terms used in this Appendix Two which have not already been defined in this form are defined in Appendix Three to this form

APPENDIX THREE

THE BRIDGMAN GROUP LIMITED (THE "COMPANY") COMPANY NUMBER: 04305487

DEFINITIONS

In this form and its Appendices the following definitions apply:

"Costs"	banking charges and all costs and expenses (including the Mortgagee's own internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Mortgagee in exercising the Mortgagee's rights under the Mortgage, calculated as agreed between the Company and the Mortgagee, or if there is no agreement, in accordance with the Mortgagee's current practice from time to time
"Interest"	interest at the applicable rate or rates that the Mortgagee agrees with the Company from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Mortgagee for any particular sum of money or liability, interest at such rate as the Mortgagee may select from the rates agreed between the Mortgagee in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Company and the Mortgagee, or if there is no agreement, in accordance with the Mortgagee's current practice from time to time, both before and after any judgement is obtained by the Mortgagee
"Policy"	the policy or policies of assurance described in Box B of the Mortgage (as set out at Appendix 4 below) and includes all monies assured by and all bonuses and other benefits of whatever nature under such policy or policies, and any substituted or replacement policy from time to time obtained by the Company whether in accordance with the terms of the Mortgage or otherwise
"Regulated Agreement"	a regulated agreement within the meaning of the Consumer Credit Act 1974, but excluding those agreements to which Sections 74(1) or 74(2) apply

APPENDIX FOUR**THE BRIDGMAN GROUP LIMITED (THE "COMPANY")
COMPANY NUMBER: 04305487**

Description of the policy/policies to be mortgaged		Box B
Date of Policy	23/06/08	
Policy number	2873912EJ	
Assurance office	Norwich Union Life and Pensions Limited, 2 Rougier Street, York, YO90 1UU	
Life assured	Gareth Hughes	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4305487
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE OF KEYMAN POLICY
DATED 12 SEPTEMBER 2008 AND CREATED BY THE
BRIDGMAN GROUP LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE
BANK PLC UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 18 SEPTEMBER 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 SEPTEMBER
2008**



Companies House
— for the record —

P-3



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**